

STATE OF HAWAII
STATE PROCUREMENT OFFICE
HONOLULU, HAWAII

LEGAL AD DATE: May 1, 1997

INVITATION FOR BIDS

No. IFB-97-208-HMK

SEALED BIDS

FOR

FURNISHING

MAINTENANCE AND REPAIR SERVICES
OF
MEDICOM SYSTEM EMERGENCY GENERATORS
ON THE ISLANDS OF HAWAII, MAUI AND KAUAI
FOR THE DEPARTMENT OF HEALTH

will be received up to and opened at 2:00 p.m.

on

May 22, 1997

in the State Procurement Office, Kalanimoku Building, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii 96813. Questions relating to this bid solicitation may be directed to Ms. Sharon Koga at telephone (808) 586-0562, facsimile (808) 586-0570.

ROBERT J. GOVERNS, CPPB
Procurement Officer

WAGE CERTIFICATE
(For Service Contracts)

Subject: IFB/RFP No.: _____

Title of IFB/RFP: _____

(To be completed by offeror)

Pursuant to Section 103-55, Hawaii Revised Statutes (HRS), I hereby certify that if awarded the contract in excess of \$5,000, the services to be performed will be performed under the following conditions:

1. The services to be rendered shall be performed by employees paid at wages or salaries not less than the wages paid to public officers and employees for similar work; and
2. All applicable laws of the federal and state governments relating to workers' compensation, unemployment compensation, payment of wages, and safety will be fully complied with.

I understand that failure to comply with the above conditions during the period of the contract shall result in cancellation of the contract, unless such noncompliance is corrected within a reasonable period as determined by the procurement officer. Payment in the final settlement of the contract or the release of bonds, if applicable, or both shall not be made unless the procurement officer has determined that the noncompliance has been corrected; and

I further understand that all payments required by Federal and State laws to be made by employers for the benefit of their employees are to be paid in addition to the base wage required by section 103-55, HRS.

Offeror _____

Signature _____

Title _____

Date _____

06/03/96

MAINTENANCE AND REPAIR SERVICES OF MEDICOM SYSTEM
EMERGENCY GENERATORS FOR DEPARTMENT OF HEALTH
IFB-97-208-HMK

Procurement Officer
State Procurement Office
State of Hawaii
Honolulu, Hawaii 96813

Dear Sir:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Terms and Conditions dated September 1, 1995 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof.

The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Date: _____

Respectfully submitted,

Telephone No.: _____

Fax No.: _____

Exact Legal Name of Offeror

Payment address, if other than
street address at right:

Authorized Signature (Original)

Title

Hawaii General Excise Tax Lic.
I.D. No.: _____

Street Address

Social Sec. or Federal I.D. No.: _____

City, State, Zip Code

If offeror shown above is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

Offeror is: ___ Individual ___ Partnership ___ Corporation ___ Joint Venture

State of incorporation: Hawaii _____ *Other _____

*If "other", is corporate seal available in Hawaii? ___ Yes ___ No

The following bid is hereby submitted:

Furnishing maintenance and repair services for emergency power generator equipment and automatic transfer switches located at the Medical Communication (MEDICOM) System sites on the islands of Hawaii, Maui and Kauai, as specified herein:

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit Bid Price</u>	<u>Total Bid Price</u>
A.	Quarterly Maintenance Service	4	\$_____	\$_____
B.	Annual Maintenance Service	1		_____
		Sub Total:		\$_____
C.	Emergency Service to be provided 24 hours per day, 7 days/week	approx. 16 hrs.	\$_____/hr. x 16=	\$_____
		TOTAL SUM BID: (Items A, B, & C)		\$=====

Bidder shall provide the following information:

BIDDER QUALIFICATIONS (refer to Special Provisions Page SP-1):

1. Number of years experience in performing maintenance service for specified or comparable equipment: _____ years. Proof of experience will be provided upon request.
2. Bidder is factory authorized by the equipment manufacturer (Onan) to provide the services herein. _____ Yes _____ No. Proof of factory authorization will be provided upon request.
3. Name(s) of factory-trained technicians: _____

Certification from the manufacturer evidencing that the above listed individual(s) is (are) factory-trained to provide the required services is attached.

4. Address of parts/service facility in the State of Hawaii:

5. Telephone number(s): Kauai _____
Maui _____
Hawaii _____

Offeror: _____

REFERENCES (refer to Special Provisions Page SP-3):

6. Name of Company, Address, Phone No. & Name of Contact Person

a) _____

b) _____

INSURANCE (refer to Special Provisions Page SP-3):

7. Commercial General Liability Insurance shall be provided by:

Offeror: _____

SPECIFICATIONS

SCOPE

Contractor shall provide all the necessary labor, materials, equipment, tools, vehicles, and supervision to provide preventative and corrective maintenance on emergency power generator equipment and transfer switches located on the Medical Communication (MEDICOM) System sites on the islands of Hawaii, Maui and Kauai.

DESCRIPTION OF EQUIPMENT

All generators are of Onan manufacture and equipped with REN automatic oil feed systems. Each generator is connected into the system through an ONAN LTEU 30-3/252 automatic transfer switch in an NEMA 1 enclosure. All generators are LPG except the one on Mt. Kahili on Kauai. These two generators are diesel. All equipment at the communication sites utilize commercial power as primary with the generator serving as backup.

LOCATIONS OF EQUIPMENT

Island	Site	Location		Generator	
		Latitude	Longitude	Size	Model
Hawaii	Kulani Cone	19-31-24	155-18-04	12.5 KW	JC
Hawaii	Mauna Loa	19-35-19	155-27-10	4 KW	CCK
Hawaii	Pepeekeo	19-50-18	155-06-42	12.5 KW	JC
Hawaii	Kahua Ranch	20-07-43	155-47-49	12.5 KW	JC
Maui	Haleakala	20-42-38	156-15-32	30 KW	EK3R/108135
Kauai	Kukuiolono	21-55-06	159-31-33	2.5 KW	LK
Kauai	Kilauea	22-13-30	157-23-44	4 KW	CCK
Kauai	Anahola	22-09-02	157-17-53	2.5 KW	LK
Kauai	Kauai Vet.Hosp	21-57-41	159-40-10	2.5 KW	LK
Kauai	Kapaa	22-03-49	159-19-29	4 KW	CCK
Kauai	Mt. Kahili	21-58-41	159-27-55	3 KW	DJA

NOTE: Mt. Kahili site is accessible by helicopter only. Kulani Cone and Kahua Ranch are accessible by 4-wheel drive vehicle only. Other sites are normally accessible by 2-wheel drive vehicle.

DESCRIPTION OF WORK

Contractor shall provide factory-trained technicians with offices and equipment located on each island of Hawaii, Maui and Kauai to perform total coverage maintenance and emergency services for equipment specified herein and furnish all the necessary repairs and adjustment services to maintain the equipment in satisfactory working condition.

Contractor shall provide emergency service twenty-four (24) hour a day, seven (7) days a week and respond to all emergency service calls within twenty-four (24) hours after verbal or written receipt of call.

DESCRIPTION OF WORK (continued)

Contractor shall be required to repair or replace any item or part thereof which, in his judgement, requires repairs or replacement. Repairs or part replacements generating additional charges are subject to approval by the Officer-in-Charge before work is performed and must be billed separately from the monthly maintenance charges.

All work shall be performed in accordance with the best commercial practices and industry standards to provide assurance of safety and operational reliability. Contractor shall use only manufacturer approved or equal spare or replacement parts.

The Contractor shall perform the following quarterly and annual services.

A. QUARTERLY SERVICES:

1. Check and clean spark plugs on LPG units.
2. Check and adjust points and timing on LPG units.
3. Replace distributor cap and rotor when required on LPG units.
4. Evaluate fuel source, adjust regulator and carburetor when necessary on LPG units.
5. Clean generator controls and automatic transfer switches, cabinet and controls on both diesel and LPG units.
6. Check end bearing of generator on both diesel and LPG units.
7. Compression check of all cylinders.
8. Inspect all load wiring and conduit on both diesel and LPG units.
9. Analyze lubricating oil and prepare report on both diesel and LPG units.
10. Refill Ren automatic lube oil tanks.
11. Hydrometer batteries and load test on both diesel and LPG units.
12. Drain sediment from filters and fuel tanks on diesel units.
13. Prepare report on condition of generator on site on both diesel and LPG units.
14. Run and test generator for proper operation on both diesel and LPG units.
15. Test automatic transfer switch for proper operation under a simulated power failure on both diesel and LPG units.
16. Check transfer switch for proper retransfer to commercial power and generator shutdown on both diesel and LPG units.
17. Check trickle charger for proper operation and charging ratio.

B. QUARTERLY REPORTS:

Contractor shall provide the Officer-in-Charge with quarterly reports describing the work performed each quarter. The report shall also include the status and reliability of the emergency power generators and associated equipment at each site.

DESCRIPTION OF WORK (continued)

C. ANNUAL SERVICES:

1. Replace spark plugs on LPG driven generator.
2. Replace points and condensers on LPG driven generator.
3. Change lubricating oil and filters on both diesel and LPG driven units.
4. Replace fuel filters and reprime fuel system on diesel units.
5. Remove and clean fuel injector on diesel units.
6. Adjust valves.

CONTRACTOR IS NOT RESPONSIBLE FOR THE SERVICE/MAINTENANCE OF THE FOLLOWING:

1. Damages to any equipment or materials, or accessories that are damaged and caused by negligence of the State.
2. Damages to any equipment, materials, or accessories that are caused by earthquake, lightning, flood, or other similar Acts of God.

SPECIAL PROVISIONS

SCOPE

The furnishing of Maintenance and Repair Services, including emergency services, for emergency power generator equipment and automatic transfer switches at the Medical Communication (MEDICOM) System sites on the Islands of Hawaii, Maui and Kauai shall be in accordance with these Special Provisions, the attached Specifications, and the General Terms and Conditions dated September 1, 1995 and included by reference. Copies of the General Terms and Conditions are available at the State Procurement Office, 1151 Punchbowl Street, Room 416, Honolulu, Hawaii and at the DAGS District Offices on Hawaii, Maui and Kauai.

OFFICER-IN-CHARGE

For purposes of this contract, Mr. Clay Chan, EMS Specialist, Emergency Medical Services System Branch, Department of Health, or his duly appointed representative is designated Officer-in-Charge. Mr. Chan's telephone number is 733-9210.

TERM OF CONTRACT

Contractor shall enter into a contract for furnishing maintenance and repair services of equipment specified herein for the twelve-month period beginning July 1, 1997. Unless terminated, contract shall be extended for two additional twelve-month periods, without the necessity of rebidding, upon mutual agreement in writing, at least sixty (60) days prior to expiration provided that the contract prices for the extended period shall remain the same or lower than the initial bid price.

BIDDER QUALIFICATION

To assure the State that the bidder is capable of providing the services required herein, bidder must meet the following:

1. Bidder must have at least three (3) years experience in maintaining equipment specified herein or comparable equipment. Proof of experience shall be provided upon request.
2. Bidder must be factory authorized by the equipment manufacturer (Onan) to provide the services herein. Proof that bidder is factory authorized shall be provided upon request.
3. At the time of bidding bidder must have at least one (1) factory-trained technician on the islands of Hawaii, Maui and Kauai to perform the services herein. List name(s) of factory-trained technician(s) on Offer Form Page OF-2. Bidder shall submit with the bid certification from the manufacturer evidencing that bidder meets this requirement.
4. Bidder must have a parts/service facility in the State of Hawaii which stocks spare parts and other necessary and essential materials for all servicing and repair of equipment specified herein. Provide address of parts/service facility on OFFER FORM Page OF-2.
5. Bidder shall have telephone number(s) available for use by State or other authorized personnel on all islands for requesting 24-hour emergency service and all other service specified herein.

MULTIPLE OR ALTERNATE BIDS

An offeror may submit only one bid in response to a solicitation. If an offeror submits more than one bid in response to a solicitation, then all such bids will be rejected.

Similarly, an offeror may submit only one bid for each line item (if any) of a solicitation. If an offeror submits more than one bid per line item, then all bids for that line item will be rejected.

BID PREPARATION

OFFER FORM, Page OF-1. Offeror is requested to submit its offer using offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate space on OFFER FORM, page OF-1. Failure to do so may delay proper execution of the contract.

Offeror's authorized signature shall be an original signature in ink. If OFFER FORM, page OF-1, is unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the offeror's intent to be bound.

Bid Price. Bid prices shall include all applicable taxes, labor, materials, parts, freight and transportation charges, and any other cost incurred to maintain a complete and operable system. Bidder must bid on ALL items in order to be considered for award.

Offer Guaranty. A BID SECURITY DEPOSIT IS NOT REQUIRED FOR THIS BID.

Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise tax (GET) at the current 4% rate. If, however, an offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

The tax equalization provision of Section 103-53.5, Hawaii Revised Statutes, will not apply to the evaluation of this bid. Refer to Section 3.1 of the General Terms and Conditions.

Hawaii General Excise Tax License. In accordance with Section 3.1A of the General Terms and Conditions, bidder shall submit his current Hawaii General Excise Tax I.D. number in the space provided on OFFER FORM page OF-1.

Tax Clearance. An **original or certified copy** of a tax clearance issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) must be submitted with your sealed offer by the due date and time. The tax clearance shall be obtained on the attached two-part **Tax Clearance Application (Form A-6)** that combines DOTAX and IRS tax clearances.

The application may be mailed in or walked in to either the DOTAX or the IRS. The addresses for DOTAX and IRS district offices are listed on Form A-6. There is limited walk-in service at IRS Maui and Hawaii offices, and none on Kauai.

The DOTAX and IRS encourage the use of their mail-in service, in lieu of walk-in service. We recommend that you mail it to DOTAX where it will be processed and forwarded to the IRS. The process should be completed within twenty-one (21) calendar days. Use of the walk-in service may result in waiting in line at both agencies.

BID PREPARATION (continued)

Tax Clearance (continued)

For your information, the tax clearance is valid for forty-five (45) days. If the DOTAX approves a tax clearance certificate on one date and the IRS approves it on another date, the 45-day period will begin with the later date. For example:

DOTAX approval stamp date:	7/1/96
IRS approval stamp date:	7/5/96
Tax clearance valid:	7/5/96 to 8/18/96

The tax clearance submitted with your sealed offer must be valid on the solicitation legal ad date or any date thereafter up to the offer due date. A valid tax clearance received with your offer will remain valid for the contract award.

Since this is a new process, however, and a mail-in application is encouraged, we will accept for the purpose of this solicitation a completed SPO Form TEMP B, "Certification for Tax Clearance" in place of the DOTAX Form A-6, if you are unable to obtain a tax clearance by mail in time to include it with your sealed offer. See attached pink NOTICE for the SPO Form TEMP B.

NOTE: The above tax clearance requirement is in addition to the existing requirement for final payment. Refer to the special provisions on INVOICING below for information on the tax clearance requirement for final payment.

Examination of Project. Prospective bidders are expected to visit the sites of the project to familiarize themselves with existing conditions and obtain personal satisfaction as to the character and amount of work to be performed, and called for by these Specifications. Submission of bid shall be evidence that bidder understands the scope of the project and will comply with these Specifications. Please contact Officer-in-Charge to schedule an inspection tour.

References. Bidders shall indicate on OFFER FORM Page OF-3 at least two companies and/or government agencies to whom he has provided preventive maintenance, routine and/or emergency on-call services. The State reserves the right to contact those listed to inquire about the equipment and/or the servicing capabilities of the bidder.

Insurance. Bidder shall provide insurance information as requested on OFFER FORM Page OF-3.

Wage Certificate. Refer to Section 2.8 of the General Terms and Conditions. Offeror shall complete and submit the attached wage Certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS

Refer to Section 2.8 of the General Terms and Conditions. Offeror shall complete and submit the attached wage certification by which offeror certifies that the services required will be performed pursuant to Section 103-55, HRS.

Offerors are advised that Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Accordingly, offeror should consider the wage rates when preparing his/her quote.

Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, Contractor will be obliged to provide wages no less than those increased wages.

STATUTORY REQUIREMENTS OF SECTION 103-55, HRS (continued)

Contractor shall be further obliged to notify its employees performing work under this contract of the provisions of Section 103-55, HRS, and of the current wage rate for public employees performing similar work. Contractor may meet this obligation by posting a notice to this effect in the Contractor's place of business accessible to all employees, or Contractor may include such notice with each paycheck or pay envelope furnished to the employee.

METHOD OF AWARD

Award if made, will be to the responsible bidder submitting the lowest TOTAL SUM BID. Bidder must bid on all items in order to qualify for award.

Prior to awarding contract, the State will require certification of the following insurance coverages:

Worker's Compensation
Temporary Disability
Unemployment Insurance
Prepaid Health Care

CONTRACT EXECUTION

The State shall forward a formal contract to the successful offeror for execution. The contract shall be signed by the successful offeror and returned within ten (10) days after receipt by the offeror as specified in Section 3.3 of the General Terms and Conditions. NO PERFORMANCE AND PAYMENT BONDS ARE REQUIRED.

If the option to extend for each additional twelve-month period is mutually agreed upon, Contractor shall be required to execute a supplement to the contract for each additional period. The Contractor or the State may terminate the extension at any time upon sixty (60) days prior written notice.

ACCEPTANCE OF OFFER

Acceptance of offer, if any, will be made within sixty calendar days after the opening of offers, and the prices quoted by the offeror shall remain firm for the sixty day period as provided in Section 3.2 of the General Terms and Conditions.

REMOVAL OF CONTRACTOR'S EMPLOYEES

Contractor agrees to remove any of its employees from services rendered and to be rendered to the State upon request in writing by the contracting officer.

LIABILITY INSURANCE

Contractor shall provide the following minimum insurance limits and coverages, in accordance with the terms of the LIABILITY INSURANCE provision specified herein.

<u>Coverages</u>	<u>Limits</u>
Commercial General Liability (occurrence form)	\$500,000 combined single limits per occurrence for bodily injury and property damage

LIABILITY INSURANCE (continued)

The insurance policy required by this contract shall contain the following clauses:

1. "This insurance shall not be canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to the State of Hawaii, Department of Accounting and General Services, State Procurement Office, P. O. Box 119, Honolulu, Hawaii 96810-0119."
2. "The State of Hawaii is added as an additional insured as respects to operations performed for the State of Hawaii."
3. "It is agreed that any insurance maintained by the State of Hawaii will apply in excess of, and not contribute with, insurance provided by this policy."

The insurance policy shall be written by insurance companies licensed to do business in the State or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii.

The State shall retain the right at any time to review the coverage, form and amount of the insurance required hereby. If, in the opinion of the State, the insurance provisions in this contract do not provide adequate protection for the Department of Health, the State may request that Contractor obtain additional insurance sufficient in coverage, form and amount to provide the protection required. The request shall be reasonable but shall be designed to assure protection from and against the kind and extent of the risks involved. If Contractor is unable to provide the additional coverage as requested, the State reserves the right to terminate the contract with prior written notice.

The Contractor agrees to deposit with the State of Hawaii, on or before the effective date of this contract, certificate(s) of insurance necessary to satisfy the State that the insurance provisions of this contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the State during the entire term of this contract. Upon request by the State, Contractor shall furnish a copy of the policy or policies.

Failure of the Contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the State to exercise any or all of the remedies provided in this contract for a default of the Contractor.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding said policy or policies of insurance, Contractor shall be obliged for the full and total amount of any damage, injury, or loss caused by negligence or neglect connected with this contract.

INVOICING

Original and three (3) copies of the invoice shall be sent to:

Department of Health
Emergency Medical Services Systems
3627 Kilauea Avenue, Room 102
Honolulu, Hawaii 96816

Attention: Mr. Clay Chan

Each invoice shall reference the contract number.

PAYMENT

Section 103-10, Hawaii Revised Statutes, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods, or performance of the services, to make payment. For this reason, the State will reject any bid submitted with a condition requiring payment within a shorter period.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with Statute.

The tax clearance submitted with your invoice for final payment requires both DOTAX and IRS approvals. The clearance submitted earlier is not acceptable for final payment purposes. You must obtain a new tax clearance from DOTAX and IRS and it must be an original (certified copy is not acceptable), not over 45 days old, with box 3.a. of the **Tax Clearance Application (Form A-6)** completed for a specific contract, purchase order, or job number.

LIQUIDATED DAMAGES

Refer to Section 6.12 of the General Terms and Conditions. Liquidated damages is fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) per day for each and every calendar day the Contractor fails to perform in whole or in part any of its obligations hereunder. Liquidated damages may be deducted from any payments due or to become due to the Contractor.

RIGHTS AND REMEDIES FOR DEFAULT

In the event the Contractor fails, refuses or neglects to perform the services in accordance with the requirements of these Special Provisions, the Specifications, and the General Terms and Conditions herein, in addition to the recourse stated in Section 4.2 and 6.11 of the General Terms and Conditions, the State reserves the right to purchase in the open market, a corresponding quantity of the services specified herein and to deduct from any moneys due or that may thereafter become due the Contractor, the difference between the price named in the contract and the actual cost thereof to the State. In case any money due the Contractor is insufficient for said purpose, the Contractor shall pay the difference upon demand by the State. The State may also utilize all other remedies provided by law.

ADDITIONS AND EXCEPTIONS TO THE GENERAL TERMS AND CONDITIONS

Approvals. Any agreement arising out of this offer is subject to the approval of the Department of the Attorney General as to form, and to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in Sections 3-122-95 through 3-122-97, Hawaii Administrative Rules.

General Terms and Conditions Not Applicable. Sections 2.11 and 2.14 of the General Terms and Conditions which apply specifically to the Request for Proposals method of source selection are not applicable to Invitation for Bids. Also Sections 2.10 and 2.13 which apply specifically to the Invitation for Bids method of source selection are not applicable to Requests for Proposals.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.